

B25B (Official Form 25B) (12/08)

**United States Bankruptcy Court  
Northern District of Florida**

In re Tallahassee Indoor Shooting Range LLC.

Debtor(s)

Case No. 16-40407Chapter 11

Small Business Case under Chapter 11

**TALLAHASSEE INDOOR SHOOTING RANGE LLC.'S SECOND AMENDED DISCLOSURE  
STATEMENT, DATED JULY,27, 2017**

**I. INTRODUCTION**

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of Tallahassee Indoor Shooting Range LLC. (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the (the "Plan") filed by Tallahassee Indoor Shooting Range LLC. on July 28, 2017. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

The proposed distributions under the Plan are discussed at page 5 of this Disclosure Statement. [General unsecured creditors are classified in Class 3, and will receive a distribution of a maximum total payment of \$50,000.00 over the Plan period., to be distributed as follows: semi-annual payments for 5 years following the confirmation Order date of the Plan as set out in the Terms of the Plan.

**A. Purpose of This Document**

This Disclosure Statement describes:

The Debtor and significant events during the bankruptcy case,  
How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed),  
Who can vote on or object to the Plan,  
What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,  
Why Tallahassee Indoor Shooting Range LLC believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and  
The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

**B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing**

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. *Time and Place of the Hearing to [Finally Approve This Disclosure Statement]*

The hearing at which the Court will determine whether to finally approve this Disclosure Statement will take place on AUGUST 17, 2017 at 11:00 am. EST., in the Federal Bankruptcy Courthouse located 110 East Park Ave Tallahassee, Florida, 32301.

2. *Deadline For Voting to Accept or Reject the Plan*

The Court will set a subsequent hearing date for the confirmation of the Plan. You will receive notice of the confirmation hearing date by separate notice. Prior to the confirmation hearing and after the Disclosure Statement is approved by the Court if you are entitled to vote to accept or reject the plan, a ballot for voting on the Plan will be sent to you with a self addressed envelope. Return the ballot envelope to Robert C. Bruner Esq. 2810 Remington Green Circle, Tallahassee, Florida 32308 or by email: robertcbruner@hotmail.com. See section IV.A. below for a discussion of voting eligibility requirements.

3. *Deadline For Objecting to the [Adequacy of Disclosure and] Confirmation of the Plan*

Objections to [this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon Robert C., Bruner attorney for the Debtor, 2810 Remington Green Circle, Tallahassee, Florida 32308. by August 16, 2017.

4. *Identity of Person to Contact for More Information*

If you want additional information about the Plan, you should contact Robert C. Bruner Attorney for the Debtor, 2810 Remington Green Circle, Tallahassee, Florida 32308; phone 850-385-0342; robertcbruner@hotmail.com.

**C. Disclaimer**

*The Court has [conditionally] approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. [The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed until August 16, 2017.*

**II. BACKGROUND**

**A. Description and History of the Debtor's Business**

The Debtor is a Limited Liability Company. Since 2007 the Debtor has been in the business of operating a indoor shooting range and selling firearms.

**B. Insiders of the Debtor**

Robert W. Kornegay Sr. Stacie Kornegay, and Lea Ellen Kornegay as defined in §101(31) of the United States Bankruptcy Code (the "Code") all are equity owners of the Debtor and actively work in Debtor's business operations. Compensation of the insiders has remained consistent prior to the filing of the petition and is authorized by Final Court Order approving the same amount as pre-petition compensation on November 22, 2017 at (DOC :37).

**C. Management of the Debtor Before and During the Bankruptcy**

During the two years prior to the date on which the bankruptcy petition was filed, the officers, directors, managers or other persons in control of the Debtor are the same individuals as stated in II B. of the Disclosure Statement.

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After the effective date of the order confirming the Plan, the directors, officers, and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the "Post Confirmation Managers"), will be the same individuals as described in section B. of this Disclosure Statement.

#### **D. Events Leading to Chapter 11 Filing**

Debtor was sued in Federal District Court in the Northern District of Florida by Ray MacInnes under Case # 415-CV-353; which was set for a jury trial. A very few days before the trial was to begin the Debtor filed for Relief in the Northern District of Florida Bankruptcy Court for protection. The dispute between the parties was a breach of contract claim with both parties alleging substantial breach in the prior business contract wherein MacInnes sold the Debtor gun firing range equipment which was installed in the Debtors principal place of business in Tallahassee, Florida.

MacInnes has filed a unsecured claim in the case for an amount of \$299,218.75. This claim represents the largest unsecured claim in the Debtor's case. Debtor objects to the claim, unless settled this claim will be litigated in Bankruptcy Court as to the merits and amounts, if any due,

Debtor has secured all of its inventory, receivables, cash, cash equivalents, and all fixed or known assets to the Mowery Law Firm of Tallahassee, Florida to secure legal services performed by the firm prior to the filing of the petition for Relief. There are no unencumbered assets in the case

Debtor's business plan was to have a test shooting range indoors for both hand guns and rifles, shotguns, and other larger caliber guns but due to the dispute with . MacInnes the equipment delivered to the Debtor was insufficient to build both types of ranges and the Debtor was able only to build a handgun range. Failing to have a rifle large caliber shooting range has dramatically reduced the Debtors ability to increase sales and serve the gun firing market in Tallahassee, Florida.

Debtor has listed the business for sale with commercial business brokers prior to the filing and has been unsuccessful in receiving any interest for the business due to the nature of the business and large successful operators of shooting ranges require larger retail markets for their operations.

#### **E. Significant Events During the Bankruptcy Case**

Robert C. Bruner was hired as Debtor's counsel for the proceeding, and the Equals Law Firm a s special counsel for a inverse condemnation action in which the debtor is a co-plaintiff..

Adversary proceedings that have been filed against Robert W. Kornegay Sr. in his personal Bankruptcy case but no significant adversary proceedings have occurred in Debtor's case.

The Internal Revenue Service has filed a priority tax claim in the amount of \$14,077.00 and the State of Florida has filed a sales tax claim in the amount of \$ 5085.98, both of which must be paid first under the priority payment rules of the Bankruptcy Code.

#### **F. Projected Recovery of Avoidable Transfers [Choose the option that applies]**

**Debtor does not intend to pursue avoidance actions**

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

**G. Claims Objections**

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

**H. Current and Historical Financial Conditions**

The identity and fair market value of the estate's assets are listed in Exhibit B. ]

The Debtor's most recent financial statements which were filed with the Court, are set forth in Exhibit C.

[The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case are set forth in Exhibit D.]

**III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS****A. What is the Purpose of the Plan of Reorganization?**

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. This Plan is proposing to distribute after payment of Administrative Costs, Court Fees, and Non Dischargeable Tax Claims a lump sum payment of Fifty Thousand Dollars, (\$50,000.00) over the next five years to all unsecured creditors of the Debtor as of the filing date of the Petition. These payments would be made on a quarterly basis coinciding with the end of each quarter as calculated by the Internal Revenue Service. In determining the amount of the dividend, Debtor's management has reviewed the operating income history since the date of the filing of the petition. Further a considered projection of income to the Debtor from sales of firearms, gun range rental and lessons on gun use given by the management show a reasonable ability to fund ongoing business operations and pay the prepetition claims as set out in the Plan.(Exhibit G).

With all of the claims, costs, and fees which the Debtor would be liable to fulfill under the terms of the Plan the cost to the Debtor is approximately \$ 90,000.00. Debtor's business operation from all sources can meet this requirement with the natural growth of more firearm sales, and expanded gun training lessons. Additionally memberships for the gun ranges will increase as the maturity of the business will allow. The Debtor has no other gun range equipped firearms sellers in the market.

Objections of one unsecured creditor, (MacInnes) focuses on why unsecured creditors such as himself are being treated in a lump sum distribution of a certain amount. The Debtor cannot treat creditors differently if they are in the code defined classes. MacInnes is a general unsecured creditor. He has not greater right to funds in his unsecured class than any other listed unsecured creditor.If approved by the Court, the Plan will generate a \$50,000.00 dividend payable over 5 years to this class on a percentage calculation of approximately 6% if the MacInnes claim is allowed in full; or a 9% divided if the claim is disallowed. In any event the monies due unsecured creditors will not exceed \$50,000.00 to be divided pro rata among the unsecured creditor Class (3).. Debtor intends to pay all listed non disputed unsecured creditors. MacInnes is a listed DISPUTED creditor and determination of the payment of his claim will be by the Court under a process known as a claim trial. Debtor will not make any disbursements to unsecured creditors until a determination is made as to the MacInnes claim.

All of Debtor's assets are encumbered by a security agreement which covers all fixtures, receivables, cash, and cash equivalents, inventory and machinery used in the business. Upon liquidation there would be no funds for distribution to any unsecured or tax priority creditors. Debtor owns no real estate. Debtor leases its principal place of business under a 5 year lease which Debtor is current with all of its obligations under the lease.

The Court has previously conditionally approved the Debtor's Disclosure Statement subject to additional information and clarification of terms and issues which Debtor in response has filed this Second Amended Disclosure Statement.

All future business decisions will be going forward with the current management. Debtor is a husband and wife managed small business with their daughter as the only full time employee. Accounting is preformed by the owners and records are maintained on a in house Quick Books accounting system. No changes in management or compensation are anticipated .

## B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has not placed the following claims in any class:

### 1. *Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$5000.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	None	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$15,000.00	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	as determined	Paid in full on the effective date of the Plan
Other administrative expenses		Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	as determined	Paid in full on the effective date of the Plan
<b>TOTAL</b>	<b>\$20,000.00</b>	

### 2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
Internal Revenue Service for United States Treasurer	\$7869.18	1/8/2017	Pmt interval = Quarterly [Monthly] payment = \$1200.00 Begin date = 9/30/2017 End Date = 6/31/2022 Interest Rate % = .3% Total Payout Amount = \$ 31,595.18 for Federal and State claims.
State of Florida Department of Revenue	\$5085.98	10/21/2016	

### C. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

#### 1. Classes of Secured Claims

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will [be classified as a general unsecured claim].

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class #	Description	Insider ? (Yes or No)	Impairment	Treatment
2	Secure claim of: Taxes Name Internal Revenue Service  Collateral Description = Tax Liens  Allowed Secured Amount = \$\$14,077.00  Priority of lien Yes 11 USC 507  Principal owed = <u>\$ \$ 21,946.18</u>  -  Total claim \$25,238.18		[ unimpaired]	Quarterly Payment \$1200.00 Paid after satisfaction of Priority Tax Claims 9/30/2017 under the same Basis as the Priority Claims 6/31/2022  3%  Perfected  Interest rate % 3

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Class #	Description	Insider ? (Yes or No)	Impairment	Treatment
2	<p>Secure claim of: Name Florida Department of Revenue</p> <p>Allowed Secured Amount = \$5085.98</p> <p>Principal owed = \$5085.98</p> <p>-</p> <p>Total claim = \$5848.88</p>		unimpaired	<p>[Quarterly] payment** 4</p> <p>** Paid as described in the Priority Claim Section of the Plan 9/30/2017</p> <p>Pmts Begin 6/31/2022</p> <p>Pmts End 3%</p> <p>Interest rate %</p> <p>Treatment of Lien</p>
2	<p>Secured claim of: Mowrey Law Firm Tallahassee, Florida</p> <p>Allowed Secured Claim= \$75,000.00</p>		impaired	<p>\$1500.00</p> <p>Monthly payment= Pmts Begin 9/30/2017</p> <p>6/31/2017</p> <p>Pmts End 0</p> <p>Interest rate %</p> <p>Treatment of Lien <b>Perfected UCC-1</b></p>
2	<p>Marlin Business Bank</p> <p>Allowed Secured Amount= \$36,725.93</p> <p>Principal owed= \$36,725.93</p> <p>Total Claim= \$36,725.93</p>		impaired	<p>Payment of a total of Five Thousand Dollars commencing in semi annual payments of 6/30 and 12/31 of each calendar year for the term of five years following the effective Date of the Plan</p> <p><b>Recorded Judgment</b></p>
2	<p>Secured Claim Internal Revenue Service</p> <p>Estimate amount \$14,077.00</p>		impaired	<p>Payment in semi annual payments of 6/30 and 12/31 of each calendar year for a term of five years following the effective Date of the Plan until fully paid.</p>

### 3. *Class of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. [Insert description of §1122(b) convenience class if applicable.]

The following chart identifies the Plan's proposed treatment of Class 2 which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
3	Any unsecured claims of creditors listed by Debtor on it's schedules or any claims filed by unsecured creditors which are allowed or ordered to be paid by Court.	impaired	Debtors payment to unsecured class of creditors would be the maximum sum of \$50,000.00 payable over 5 years in semi-annual payments to all Debtor allowed or Court ordered allowed claims. Debtors payment would be funded by the ongoing business operation of the Debtor. No distributions to insiders would occur during the 5 year payout except for wages paid in the ordinary course of business and as disclosed in this Disclosure Statement.  In the event Debtor is unable to resolve the claim of MacInness and is successful in opposing the claim of MacInnes; then payment to all other allowed unsecured claims would be a greater dividend under the Plan.

### 4. *Class of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class[es] of equity interest holders: [There may be more than one class of equity interests in, for example, a partnership case, or a case where the prepetition debtor had issued multiple classes of stock.]

Class #	Description	Impairment	Treatment
	Equity interest holders	impaired	No Distribution

## D. **Means of Implementing the Plan**

### 1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following:

Business revenue from Debtor's principal business operations.

### 2. *Post-confirmation Management*

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

Name	Affiliations	Insider (yes or no)?	Position	Compensation
Robert Kornegay	Owner	Yes	Manager	\$2000. a month
Stacie Kornegay	Owner	Yes	Asst. manager	\$2000. a month



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Name	Affiliations	Insider (yes or no)?	Position	Compensation
Lea Ellen Kornegay	Owner	Yes	Asst; Manager	\$1200. a month

**E. Risk Factors**

The proposed Plan has the following risks:

General economic conditions of the country, Federal regulation of firearms.

**F. Executory Contracts and Unexpired Leases**

The Plan, in Exhibit 5.1, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Exhibit 5.1 also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in Exhibit 5.1 will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

**The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract WAS May 30, 2017** Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

**G. Tax Consequences of Plan**

*Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.*

The following are the anticipated tax consequences of the Plan: [List the following general consequences as a minimum: (1) Tax consequences to the Debtor of the Plan; (2) General tax consequences on creditors of any discharge, and the general tax consequences of receipt of plan consideration after confirmation.]

**IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

**A. Who May Vote or Object**

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that classes 2\_ are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that classes 1\_ are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

*The deadline for filing a proof of claim in this case was December 21, 2016\_.*

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is Not Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

holders of claims and equity interests that have been disallowed by an order of the Court;

holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.

holders of claims or equity interests in unimpaired classes;

holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and

holders of claims or equity interests in classes that do not receive or retain any value under the Plan;

administrative expenses.

***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan [and to the Adequacy of the Disclosure Statement].***

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

**B. Votes Necessary to Confirm the Plan**

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

*You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.*

**C. Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit E.

**D. Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as Exhibit F.

2. *Ability to Make Future Plan Payments And Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit G.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of \$ \$12,000.00 The final Plan payment is expected to be paid on 6/31/2022\_.

*You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.*

**V. EFFECT OF CONFIRMATION OF PLAN**

**A. "DISCHARGE OF DEBTOR."**

**Discharge.** On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code. However, the Debtor shall not be discharged from any debt imposed by the Plan. After the effective date of the Plan your claims against the Debtor will be limited to the debts imposed by the Plan.

**B. Modification of Plan**

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

**C. Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

/s/ Robert W. Kornegay Sr.

Tallahassee Indoor Shooting Range LLC.

[Signature of the Plan Proponent]

/s/ Robert C. Bruner

Robert C. Bruner 0065876

[Signature of the Attorney for the Plan Proponent]

**EXHIBITS**